

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

ASSEMBLY POINT AVIATION, INC.,

Plaintiff,

v.

RICHMOR AVIATION, INC.,

Defendant.

DEFENDANT'S VERDICT SHEET

1:13-CV-298
(FJS/DJS)

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VERDICT FORM

Please indicate your response to the following questions by placing an “X” on the appropriate lines. Upon completing this form, the foreperson should sign and date it.

QUESTION 1: Did Assembly Point prove by a preponderance of the evidence that Assembly Point and Richmor orally modified the written Lease by mutually agreeing that Richmor would pay Assembly Point for a minimum number of flight hours arising out of the Sportsflight contract whether Assembly Point’s aircraft flew such hours or not?

Yes

No

If your answer to this question is “Yes,” set forth the terms of the oral modification and proceed to Question 2.

If your answer to this question is “No,” have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

State the terms of the oral modification, if any:

QUESTION 2: Does Richmor's account-stated defense apply?

Yes

No

If your answer to this question is "Yes," report to the Court for further instructions.

If your answer to this question is "No," proceed to the next question.

QUESTION 3: Does Richmor's waiver defense or laches defense apply?

Yes

No

If your answer to this question is "Yes," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

If your answer to this question is "No," proceed to the next question.

QUESTION 4: Does Richmor's abandonment defense apply?

Yes

No

If your answer to this question is "Yes," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

If your answer to this question is "No," proceed to the next question

QUESTION 5: Does Richmor's unjust enrichment defense apply?

Yes No

If your answer to this question is "Yes," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

If your answer to this question is "No," proceed to the next question

QUESTION 6: Does Richmor's waiver by estoppel defense or equitable estoppel defense apply?

Yes No

If your answer to this question is "Yes," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

If your answer to this question is "No," proceed to the next question.

QUESTION 7: Does Richmor's statute of limitations defense apply?

Yes No

If your answer to this question is "Yes," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

If your answer to this question is "No," proceed to the next question.

QUESTION 8: Does Richmor's impossibility, impracticability, or frustration of purpose defense apply?

Yes

No

If your answer to this question is "Yes," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

If your answer to this question is "No," proceed to the next question.

QUESTION 9: Did Assembly Point prove by a preponderance of the evidence that Assembly Point performed on the contract as orally modified or relied on the oral modification to its detriment?

Yes

No

If your answer to this question is "Yes," proceed to the next question.

If your answer to this question is "No," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

QUESTION 10: Did Assembly Point prove by a preponderance of the evidence that Richmor breached the contract?

Yes

No

If your answer to this question is "Yes," proceed to the next question.

If your answer to this question is "No," have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

QUESTION 11: What amount of damages, if any, did Assembly Point suffer as a direct consequence of Richmor's conduct?

\$_____

If the amount set forth above is more than \$0.00, please set forth in as much detail as possible the basis for the amount:

Have the foreperson sign and date this form and let the Marshal know that you have reached a verdict.

Dated: _____

Foreperson